

II. Procurement Process

A. Introduction

This procurement will follow a phased approach designed to increase the likelihood that Business Partners clearly understand DGS/TD requirements and that DGS/TD clearly understands each Business Partner's proposal. Evaluation of Solicitation for Conceptual Proposal (SCP) responses will be based on "Best Value" to the state. Contract award, if made, will be to a single Business Partner or joint partnership. However, only one contract will be awarded.

B. Steps in the Process

1. Business Partner Conference

A Business Partners Conference will be held on October 8, 1997 at 9:00 AM at 601 Sequoia Pacific Boulevard. During this conference Business Partners will be afforded the opportunity to meet with state personnel to discuss the existing state operations, the content of the SCP, and the procurement process

2. Tour of Facilities

Immediately after the Business Partner Conference on October 8, 1997, there will be a tour of the Network Management and Control Center at 630 Sequoia Pacific Boulevard. On the following day, October 9, 1997, there will be a tour of the Sacramento State Carrier Interface Point (SCIP) at 1115 P Street. Business Partners will be given an opportunity to tour the SCIP and take notes regarding the equipment type and quantity. Business Partners wishing to tour other state facilities will be given an opportunity to schedule the tours based on their individual requirements.

3. Proposal Development Phase

The Proposal Development Phase incorporates an iterative, conversational mode of proposal development. It enables the state, working together in confidence with each Business Partner, to assess and discuss the viability and effectiveness of the Business Partner's proposed methods of meeting the state's needs.

DGS/TD will highlight strategic directions while focusing on advantages of quality partnering, benefits of innovation, importance of mutual transfer of knowledge, and criticality of timeliness in both the SCP process and product implementation. During this phase state personnel will be available to meet with Business Partners individually, if requested, to respond to questions relating to any of the above areas.

Subsequently, Business Partners will prepare and submit their draft

conceptual proposals. The draft proposal will contain preliminary responses with regard to DGS/TD business and technical requirements, and proposed contract language.

Upon receipt and review of the draft conceptual proposals, the state will commence discussions with each Business Partner to gain a complete understanding of the proposal and to identify apparent deficiencies. The Business Partner will document any additions and deletions to, and any changes clarifying understanding of the original conceptual proposal. The state will document any outstanding or unresolved issues for resolution during subsequent discussions. Discussions of the business and technical proposal components will occur in parallel with resolution of contract principles that directly impact the Business Partner's proposal and negotiation of specific contract language. Discussions will continue until both the state and Business Partner reach agreement on the proposal or until expiration of the time frame allotted for proposal development discussions as specified in Section I.

At the conclusion of the Proposal Development Phase, the Business Partner will prepare a Final Conceptual Proposal (See Section VIII, Proposal Format and Content) . Final Conceptual Proposals will incorporate all changes to the draft conceptual proposals, final contract language and costs (See Section VI for a description of costs to be included). All costs and references to specific costs must be submitted in a separately sealed envelope or container.

4. Proposal Evaluation Phase

Proposals will be evaluated according to the procedures contained in Section VII, Evaluation. The state Evaluation Team will prepare a recommendation for award to the Steering Committee who will make the final decision. Award will be made on "Best Value" as determined by the state.

5. Cost Opening

As identified in the Key Action Dates in Section I, a cost opening of the SCP Rider C, Pricing will be performed at 601 Sequoia Pacific Blvd., Sacramento, CA. At this time, the total usage, monthly recurring and non-recurring costs for each service element cost model from Rider C, Attachment A, Service Element Cost Tables for each of the contractors will be read.

6. Contract Award

Written notification of the state's intent to award will be made to all Business Partners who submit final proposals. Contract award is expected to occur within 90 days after the scheduled date for Contract Award

specified in Section I; however, a Business Partner may extend the offer in writing beyond 90 days in the event of a delay in the intended award.

7. Debriefing

A debriefing may be held after the intent to award at the request of any Business Partner for the purpose of receiving information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Business Partner's Final Conceptual Proposal. A debriefing is not the forum to challenge the SCP specifications or requirements.

C. Contractual Information

1. Contract Form

The state has model contract forms to be used by state agencies when contracting for EDP or Telecommunications goods and services. The model contract appropriate for the specific requirements of this SCP is included as Appendix A.

2. Contract Principles

Business Partners should identify contract principles that will significantly impact the cost or other aspects of the proposal response as early in the process as possible. These principles may be negotiated between the state and the Business Partners. Contract principles of specific interest to the state are identified at the end of Section IV.

3. Specific Terms and Conditions

Specific contract language will be negotiated with each Business Partner prior to submittal of Final Conceptual Proposals. Business Partners must identify proposed changes to the model contract language in the Draft Proposal submitted. All changes to the model contract must be approved by the Department of General Services. It is essential that the Business Partner's contract be acceptable to the state prior to final proposal submittal.

D. General Requirements and Conditions

1. General

- a) A Business Partner's Final Proposal is an irrevocable offer for 90 days following the scheduled date for contract award specified in Section I. A Business Partner may extend the offer in the event of a delay of contract award.
- b) The state reserves the right to cancel this solicitation in whole

or in part.

2. Examination of the Work

Business Partners should carefully examine the entire SCP and any addenda thereto, and all related materials and data referenced in the SCP or otherwise available to them, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

3. Questions Regarding the SCP

The state firmly believes that swift and open communication offers the most effective path to a proposal that meets its needs. Therefore, where clarification is required, immediate and open dialogue is encouraged. See Section I for state contacts for clarification issues.

4. Addenda

The state may modify the SCP by issuance of an addendum to all Business Partners who are participating in the SCP process at the time the addendum is issued.

5. Joint Proposals

A joint proposal is a proposal submitted by two or more Business Partners and is signed by each Business Partner. It is mandatory for the joint Business Partners to designate, in writing, one individual having authority to represent them in all matters relating to the contract. The state will consider the designated individual to be the sole point of contact with regard to the proposal and all contractual stipulations.

If the contract is awarded based on a joint proposal, it shall be one indivisible contract. Each joint Business Partner will be jointly and severally responsible for the performance of the entire contract. The state assumes no responsibility or obligation for the division of orders or purchases among the joint Business Partners.

6. Air or Water Pollution Violations

Unless the contract is less than \$5,000 or with a sole source contractor, Government Code Section 4477 prohibits the state from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law. Government Code Section 4481 requires the State Water Resources Control Board and the Air Resources Board to notify state agencies of such persons.

Prior to an award, the Department shall ascertain if the intended awardee

is a person included in notices from the Boards by reference to notices. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the state will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the Department that the intended awardee is such a person.

No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or Federal air or water pollution control laws.

7. Fair Employment and Housing Commission Regulations

The California Government Code Section 12990 requires all state contractors to have implemented a Nondiscrimination Program before entering into any contract with the state. The Department of Fair Employment and Housing (DFEH) randomly selects and reviews state contractors to ensure their compliance with the law. DFEH periodically disseminates a list of suppliers who have not complied. Any supplier so identified is ineligible to enter into any state contract.

8. Confidentiality

FINAL PROPOSALS ARE PUBLIC UPON OPENING; HOWEVER, THE CONTENTS OF FINAL PROPOSALS, DRAFT PROPOSALS, CORRESPONDENCE, AGENDA, MEMORANDA, WORKING PAPERS, OR ANY OTHER MEDIUM WHICH DISCLOSES ANY ASPECT OF A BUSINESS PARTNER'S PROPOSAL SHALL BE HELD IN THE STRICTEST CONFIDENCE UNTIL NOTICE OF INTENT TO AWARD. BUSINESS PARTNERS SHOULD BE AWARE THAT MARKING A DOCUMENT "CONFIDENTIAL" OR "PROPRIETARY" IN A FINAL PROPOSAL WILL NOT KEEP THAT DOCUMENT FROM BEING RELEASED AFTER NOTICE OF INTENT TO AWARD AS PART OF THE PUBLIC RECORD, UNLESS A COURT HAS ORDERED THE STATE NOT TO RELEASE THE DOCUMENT. THE CONTENT OF ALL WORKING PAPERS AND DISCUSSIONS RELATING TO THE BUSINESS PARTNER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION, AGREEMENT OR THE EVALUATION OF THE PROPOSAL. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY THE BUSINESS PARTNER IS A BASIS FOR REJECTING THE BUSINESS PARTNER'S PROPOSAL AND RULING THE BUSINESS PARTNER INELIGIBLE TO FURTHER PARTICIPATE. ANY DISCLOSURE OF CONFIDENTIAL INFORMATION BY A STATE EMPLOYEE IS A BASIS FOR

DISCIPLINARY ACTION, INCLUDING DISMISSAL FROM STATE EMPLOYMENT, AS PROVIDED BY GOVERNMENT CODE SECTION 19570 ET SEQ. TOTAL CONFIDENTIALITY IS PARAMOUNT; IT CANNOT BE OVER EMPHASIZED

9. Signature of Proposal

A cover letter (which shall be considered an integral part of the Final Proposal) and Standard Agreement Form 2 shall be signed by an individual who is authorized to bind the Business Partner contractually. The signature shall indicate the title or position that the individual holds in the firm. An unsigned Final Proposal shall be rejected.

10. Delivery of Proposals

Proposals are to be mailed or delivered to the Department Official listed in Section I. If mailed, use certified or registered mail with return receipt requested.

One copy should be clearly marked “Master Copy”. All copies of proposals are to be under sealed cover marked Draft Conceptual Proposal or Final Conceptual Proposal for SCP DGS-7011. Also, the sealed cover of all submittals, except the Final Proposal, shall be clearly marked “CONFIDENTIAL”. All cost data must be submitted under separate, sealed cover and clearly marked “COST DATA”. If discrepancies are found between two or more copies of the proposal the Master Copy will provide the basis for resolving such discrepancies. If one copy of the Final Proposal is not clearly marked “MASTER COPY”, the state may select, immediately after proposal opening, one copy to be used as the Master Copy.

11. Errors in the Final Proposal

The state may, at its sole option, correct errors on the basis that if intent is not clearly established by the complete bid submittal, the Master Copy shall have priority over additional copies, and the contract shall have priority over the narrative.

The state may, at its sole option, correct errors of omission, and in the following situations the state will take the indicated actions if the Business Partner’s intent is not clearly established by the complete bid submitted.

- If a service is described in Rider B of the contract and omitted from Rider C of the contract, Pricing, the state will evaluate the Business Partner’s response to the SCP based on the highest price proposed by other Business Partners. The Business Partner and the state agree to modify Rider C to include the service pricing at a mutually agreed cost not to exceed the evaluated cost.

- If a service is in response to the Required End User Support (Section IV-M) and is omitted from Rider C, the state will interpret that to mean that the service is included at no cost, and the Business Partner hereby agrees to a revision of Rider C which reflects that the service is included at no cost.
- If a product is described in Rider B of the contract and omitted from Rider C of the contract, the state will evaluate the proposal as if the product was not provided.
- If a component or element of a service is not mentioned in the contract with an associated price and is essential to satisfactory performance, the state will interpret that to mean that the component or element is included at no cost.
- If a service (other than in response to Section IV-M, Required End User Support) or product is not mentioned in Rider B of the contract, the state will interpret that to mean that the service or product is not being provided unless that product or service is a required element of a greater service offering, in which case the state will interpret it to be provided at no cost.
- If there is a conflict between unit price and extension, unit price will prevail.

12. Rejection of Proposals

The state may reject any or all proposals.

13. News Releases

Any publications or news releases relating to a contract from this SCP shall not be made without prior written approval of the Department of General Services Public Information Officer.

14. Disposition of Proposals

All materials submitted in response to this SCP will become the property of the State of California and will be returned only at the state's option and at the Business Partner's expense. The Master Copy shall be retained for official files.

15. Issue Resolution

This procurement process is designed to give the Business Partner and the state opportunity to clarify and discuss both requirements and Business Partner responses. DGS/TD encourages Business Partners to resolve their questions and issues regarding the process through discussions and negotiations. DGS/TD also wishes to foster cooperative relationships and to reach fair agreement in a timely manner. Unresolved issues may be

submitted in writing to the Department Official identified in Section I. Written issues of concern will be reviewed, and determination as to merit will be made by the Department of General Services .

16. Protests

If a Business Partner has submitted a proposal which it believes to be totally responsive to the requirements of the SCP and to be the proposal that should have been selected according to the evaluation procedure in the Section on EVALUATION and the Business Partner believes that the state has incorrectly selected another Business Partner for award, the Business Partner may submit a protest of the selection as described below. Protests regarding selection of the “successful Business Partner” will be heard and resolved by the State Board of Control whose decision will be final.

All protests must be made in writing, signed by an individual authorized under Paragraph D-9 Signature of Proposal, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedures on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Street Address:	Mailing Address:
Deputy Director	Deputy Director
Procurement Division	Procurement Division
1823 14th Street	P.O. Box 942804
Sacramento, CA 95814	Sacramento, CA 94204-0001

All protests must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the date specified in Section I. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

E. Amendments

Any contract executed as a result of this SCP must be able to be amended by mutual consent of the state and the Contractor.

F. Americans with Disabilities Act (ADA) Compliance

To meet and carry out compliance with the nondiscrimination requirements of Title II of the Americans with Disabilities Act (ADA), it is the policy of the Department of General Services to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in the SCP process, or for persons having questions regarding reasonable accommodation for the SCP process, please contact the Department of General

Services, Procurement Division at (916) 445-2500; the Procurement Division TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. You may also contact the Department Official.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR ACCOMMODATION, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR SCP DOCUMENTS

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 322-7535

Fullerton Office: (714) 773-2093

The California Relay Service telephone numbers are:

Voice: 1-800-735-2922

TTY: 1-800-735-2929